

EXHIBIT “A”

07 CV 8496

JUDGE STEIN

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

MARTIN LANE HISTORIC)	
AMERICANA)	
205 West Houston Street)	
New York, New York 10014,)	
)	Civil Action No.
Plaintiff,)	
)	
vs.)	
)	
WILLIAM EBY,)	JURY TRIAL DEMANDED
3481 Augusta Drive)	
Ijamsville, Maryland 21754-9040,)	
)	
Defendant.)	

COMPLAINT

COMES NOW, Plaintiff Martin Lane Historic Americana (“MLHA”), by and through undersigned counsel, and for its Complaint against Defendant William Eby (“Mr. Eby”) alleges as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over these claims pursuant to 28 U.S.C. § 1332 as the amount in controversy far exceeds \$75,000, exclusive of interest and costs, and is between citizens of different States.
2. Venue is proper in this district pursuant to 28 U.S.C. § 1391 as a substantial part of the events or omissions giving rise to these claims occurred in this district.

II. THE PARTIES

3. Plaintiff Martin Lane Historic Americana (“MLHA”) is a New York corporation engaged in the collection and resale of rare antique firearms and other collectible artifacts doing business at its gallery located at 205 West Houston Street, New York, New York 10014.

Martin Lane ("Mr. Lane") is the owner and proprietor of MLHA.

4. Defendant William Eby ("Mr. Eby") is an adult individual residing at 3481 Augusta Drive, Ijamsville, Maryland 21754-9040.

III.FACTS

5. On or about January 14, 2000, Mr. Eby appeared at MLHA's New York gallery and removed certain valuable artifacts and firearms from the premises. Payment for such items was never made despite promises to the contrary.
6. At the present time, the fair market value of the items removed exceeds \$200,000.
7. At the time of removal, Mr. Eby promised Mr. Lane that MLHA would be paid for all of the items he removed by a third-party on behalf of Mr. Eby.
8. Mr. Eby and Mr. Lane agreed to the value that MLHA would be paid for the artifacts and firearms. (A true and correct copy of a list of the parties agreed upon values for the items is "Exhibit A" hereto.)
9. In reliance upon Mr. Eby's promises and representations regarding payment for the items being tendered by a third-party on Mr. Eby's behalf, Mr. Lane allowed Mr. Eby to remove the items listed in Exhibit "A" from MLHA's gallery.
10. To date, neither Mr. Eby nor the third-party has tendered payment for the items removed from MLHA's New York gallery.
11. MLHA has made repeated requests both orally and in writing for return of these items.
12. As recently as May 16, 2007, Mr. Lane, through counsel, has made written demand for return of these items but the items have still not been returned.
13. Mr. Eby's continued possession of these items despite his knowing that they were never paid for is unlawful and adverse to MLHA's right title and interest in the improperly

retained items.

**COUNT I
(REPLEVIN)**

14. Plaintiff incorporates all prior paragraphs as if the same were set forth at length herein.
15. MLHA's possessory right to the aforementioned items is superior to that of Mr. Eby as they were never paid for as promised. MLHA is entitled to immediate possession of those items. *Jamison Business Sys. 's, Inc. v. Unique Software Support Corp.*, No. CV 02-4887 (ETB), 2005 WL 1262095, at *14 (E.D.N.Y. May 26, 2005).
16. MLHA has made repeated demand for return of the items but Mr. Eby continues to refuse to return the items despite MLHA's superior rights. *Id.*

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant for an amount in excess of \$200,000 plus any such other relief this Court deems equitable and just.

**COUNT II
(UNJUST ENRICHMENT)**

17. Plaintiff incorporates all prior paragraphs as if the same were set forth at length herein.
18. By continuing to retain the items that belong to Plaintiff and to which Plaintiff has a superior possessory right, Defendant is being enriched at Plaintiff's expense.
19. Equity and good conscience militate against permitting Defendant to retain the items that are unlawfully in his possession as MLHA was never paid as previously agreed.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant for an amount in excess of \$200,000 plus any such other relief this Court deems equitable and just.

**COUNT III
(BREACH OF CONTRACT)**

20. Plaintiff incorporates all prior paragraphs as if the same were set forth at length herein.
21. On January 14, 2000 when Defendant visited MLHA's gallery the parties reached an agreement as to the amount Defendant's agent would pay Plaintiff for the items at issue.
22. Defendant is in breach of this agreement as he has failed to cause the payment to be made to Plaintiff.
23. As a direct and proximate result of Defendant's breach, Plaintiff has sustained damages in excess of \$200,000.

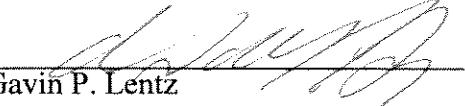
WHEREFORE, Plaintiff demands judgment in its favor and against Defendant for an amount in excess of \$200,000 plus any such other relief this Court deems equitable and just.

JURY DEMAND

Plaintiff demands a trial by jury on all claims to which it is so entitled.

Respectfully submitted,

Dated: September 26, 2007.



Gavin P. Lentz

Gavin P. Lentz, Esq.
Todd S. McGarvey, Esq.
BOCHETTO & LENTZ, P.C.
1524 Locust Street
Philadelphia, PA 19102
(215) 735-3900
(215) 735-2455 (fax)
glenetz@bochettoandlentz.com
tmcgarvey@bochettoandlentz.com

Janur - 21,500 w^t

PLT 10,500 w^t

99-6" 16n500 w^t

99-5" 13.500 w^t

99-4" 11.500 w^t

Cm 6,800 w^t 1/2 liter + dry

60 flats 82.50 w^t

~~99-11 7.50 5.00 w^t~~

~~Feb. Jan 17.50 93.750 (9400)~~

~~Feb. 5.50 2400 30~~

~~Mar. 39~~

~~April 39~~

~~May 30. 2000 39~~

99- - 60602 - 5.00

180 FILTER 3572 82.50



Total value \$103,000

1 Box of Winchester Car. (44)

1 Pennsylvania American Flint Rifle
with Silver inlays

1 Cross pair of Belgian Smith pistols
in Segantini's Number

1 Frank Elliot Bowie knife

1 Powder horn

1) 2 Teddy Roosevelt's rifle

Bolt Action Springfield Armory Rifle

Single Action Colt _____ Wells Fargo

1 ✓ Richards Conversion .44 Caliber Revolver.
12 notch J.H. 7500 - (5,200)

Buffalo Bill of Sitting Bull photograph mounted

✓ C. & A. Mfg. Co. 132637 - (5,500)
10,000 J.H.

✓ C. & A. Stratofation Nickel Plate No. 18162
12,500 J.H.

Capt. H. L. "Experimental" many grips, engraved
"H. L. 1872"

J.H. 1290 J. W. Johnson & Son 100/00

EXHIBIT “B”

BOCHETTO & LENTZ

A PROFESSIONAL CORPORATION

GEORGE BOCHETTO*
 GAVIN P. LENTZ*
 JEFFREY W. OGREN*
 STEPHEN E. SKOVRON*
 DAVID P. HEIM*
 VINCENT VAN LAAR*
 SCOTT P. SIGMAN*
 TODD S. McGARVEY*

DAVID J. PERLMAN*
OF COUNSEL

CORA J. O'DONNELL, J.D.
 TRICIA DESMARAIIS
 RYAN CORCORAN
 LYNNE T. NUCCI, CEBS
 MARIA TROUT
PARALEGALS

PRACTICE DEDICATED TO LITIGATION MATTERS

ATTORNEYS AT LAW
 1524 LOCUST STREET
 PHILADELPHIA, PA 19102
 —
 TELEPHONE: (215) 735-3900
 TELECOPIER: (215) 735-2455

FIRM WEB SITE:
bochettoandlentz.com

NEW JERSEY OFFICE

—
 1230 BRACE ROAD
 CHERRY HILL, NEW JERSEY 08034
 TELEPHONE NUMBERS:
 (856) 722-9595
 (856) 427-0631
 TELECOPIER: (856) 722-5511

* ALSO ADMITTED TO NEW JERSEY BAR
 † ALSO ADMITTED TO NEW YORK BAR

* ALSO ADMITTED TO D.C. BAR

May 16, 2007

Via Overnight Mail

William Eby
 3481 Augusta Drive
 Ijamsville, MD 21754-9040

Re: Return of Items

Dear Mr. Eby:

I represent Martin Lane. We hereby make a demand for the return of all "trade items" you removed from his gallery without payment. (Attached hereto is a list of those items). We are making this demand under New York law, because no payment was ever tendered to Mr. Lane's gallery for these items despite promises to the contrary. Hence, these are unlawfully in your possession and must be returned.

Pursuant to *Jackson Inc. v. ABC Corp.* 745 82nd 322 (2001); *Rogers v. Conde*, 67 App.Div. 130, 74 N.Y.S. 390 [1901] and *Guggenheim Found v. Lubell*, 153 A.D.2d 143, 145, 550 N.Y.S.2d 618 [1990], *affd.* 77 N.Y.2d 311, 567 N.Y.S.2d 623, 569 N.E.2d 426 [1991], my client is entitled to the return of these items due to non-payment and the absence of a bill of sale establishing title. This constitutes our formal demand that you return these items. If you fail to forward a letter stating your agreement that you will return these items, we will institute replevin action in the District Court of New York. The suit will seek a return of the items which were never paid for as well as counsel fees.

We need to receive your response to this letter within 14 days from the date of this letter or we shall proceed to prepare the Federal Court lawsuit.

BOCHETTO & LENTZ, P.C.

William Eby

May 16, 2007

Page 2

Thank you for your attention to this matter.

Very truly yours,

BOCHETTO & LENTZ, P.C.



Gavin P. Lentz, Esquire

GPL/jr
Encl.

EXHIBIT “C”

EXHIBIT 'A'

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MARTIN LANE HISTORIC AMERICANA,

X

Case No.:07-CV-8496

Plaintiff,

HON. JUDGE STEIN

-against-

WILLIAM EBY,

**AFFIDAVIT OF
WILLIAM EBY**

Defendant.

STATE OF MARYLAND

)

COUNTY OF FREDERICK

) SS:
)

X

I, WILLIAM EBY, being duly sworn, depose and say:

1. I am the Defendant in the above-captioned action. As such, I am fully familiar with the facts and circumstances heretofore had herein.
2. This Affidavit is respectfully submitted in support of the within motion seeking an Order pursuant to Rule 12(b)(6) and Rule 11 of the Federal Rules of Civil Procedure dismissing the Plaintiff's Complaint, imposing sanctions on the Plaintiff and his attorney and for such other and further relief as this court deems just and proper.
3. The pertinent facts of this case are as follows: On December 28, 1997, I entered into a consignment agreement with Larry Wilson (hereinafter "Wilson"), a dealer in antique firearms. Pursuant to said agreement, a copy of which is annexed hereto as Exhibit "A," Wilson was to sell a Colt Texas or Holster Model Paterson revolver, belonging to myself, for an agreed upon price of five-hundred thousand (\$500,000.00) dollars.
4. Wilson did successfully procure the sale of my Colt firearm for a price of five-hundred thousand (\$500,000.00) dollars. However, as of November 23, 1999, one-hundred ninety-two thousand (\$192,000.00) dollars of the purchase price had still not been remitted to

me. Accordingly, I filed a lawsuit against Wilson in the United States District Court, District of Connecticut, to recover the outstanding balance and obtained a judgment for the sum demanded.

5. In late December of 1999, Mr. Wilson offered to satisfy the judgment by providing me with an assortment of antique firearms, which were located at the Plaintiff, Martin Lane's (hereinafter "Lane") New York City gallery.

6. Thereafter, on the morning of January 14, 2000, both Wilson and I drove to Lane's New York gallery, where the three of us earmarked a collection of firearms, a written inventory of which is annexed hereto as Exhibit "B". At this meeting, Wilson and Lane gave me the items listed in Exhibit "B" and executed a signed agreement, a copy of which is annexed hereto as Exhibit "C," wherein all parties acknowledged that ownership of the aforementioned inventory of firearms was being transferred to me in satisfaction of a judgment and debt due and owing. It is these firearms that are the subject matter of the current litigation.

8. Subsequently, on March 31, 2000, Lane again acknowledged me as being the owner of the subject firearms when he executed a consignment agreement, a copy of which is annexed hereto as Exhibit "D," in an attempt to sell some of the items listed in Exhibit "B" on my behalf. Unable to secure a buyer, on July 27, 2007, Lane returned the consigned firearms to me. It is important to note that the firearms listed in the January 14, 2000 inventory are some of the same firearms listed in Exhibit "D," the consignment agreement.

9. The Plaintiff's Complaint, a copy of which is annexed hereto as Exhibit "E", alleges, breach of contract and unjust enrichment and seeks replevin of the collection of firearms, ownership of which was transferred to me on January 14, 2000.

10. As more fully discussed in the accompanying Memorandum of Law, Plaintiff's Complaint must be dismissed in its entirety on grounds that all claims asserted therein are barred

by the applicable statutes of limitations, and Plaintiff cannot otherwise prove any facts in support of his claims such that would entitle him to relief.

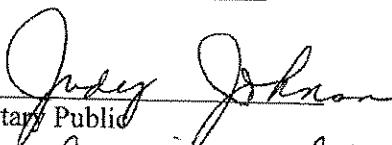
11. Also, as more fully discussed in the accompanying Memorandum of Law, Plaintiff's claims are frivolous and exemplify the type of dishonest business transactions in which the Plaintiff has been involved in the past. See article annexed hereto as Exhibit "F".

WHEREFORE, it is respectfully requested that this Court grant the within application in its entirety, and dismiss the Plaintiff's Complaint against the Defendant, William Eby, with prejudice, and for such other and further relief as this Court deems just and proper.



William Eby

Sworn to before me this
16 day of November, 2007



Judy Johnson
Notary Public
My Commission Expires
8-15-2011

R.L. Wilson

Castle View
103-4 Ferry Road, Route 148
Hadlyme, Connecticut 06439
Tel: (860) 526-9297
Fax: (860) 526-9514

Telegraph Hill Tower
1730 Kearny Street, G-1
San Francisco, California 94133
Tel: (415) 835-5999 Fax: 5998

Historical Consultant
 Colt's Manufacturing Co., Hartford
 and to
 'The Art of American Arms'
 and
 'Buffalo Bill's Wild West'
 Museum Loan Exhibitions
 'Son of a Gun' - BBC-TV
 'Colt Firearms Legends' - SONY
 'The Guns That Tamed the West' - A & E
 'The Story of the Gun' - A & E
 'The Gun Industry in America' - BBC-TV/Open University
 'Buffalo Bill's Wild West' - Riva Productions
 Chairman, Antique Arms Committee
 U.S. Society of Arms and Armour/America Remembers
 The Guns of Manhattan (1999)

Samuel Colt Presents
 The Arms Collection of Colonel Colt
 L.D. Nimschke Firearms Engraver
 The Evolution of the Colt
 The Rampant Colt
 Colt Commemorative Firearms
 Theodore Roosevelt Outdoorsman
 The Book of Colt Firearms
 The Book of Winchester Engraving
 Antique Arms Annual
 Colt Pistols (with R.E. Hable)
 Paterson Colt Pistol Variations (with P.R. Phillips)
 The Colt Heritage
 The "Russian" Colts
 Colt Engraving
 Rare and Historic Firearms (Christie's)
 Winchester I of 1000
 Colt's Dates of Manufacture
 The Deringer in America, 2 Volumes (with L.D. Eberhart)
 Colt An American Legend
 Rare Firearms - A Benefit Auction (Christie's)
 Winchester An American Legend
 The Peacemakers
 Steel Canvas
 Ruger & His Guns
 The Colt Engraving Book
 The Official Price Guide to Gun Collecting

From Connecticut address

December 28th 1997

Wm. T. Eby
 7506 Hopkins Avenue
 College Park, Maryland 20740
 (301) 927-2181

Dear Mr. Eby:

This document is a receipt for the following item, left on consignment from yourself to me this date, for a period of up to approximately 120 days, on the basis as spelled out below:

Colt Texas or Holster Model Paterson revolver, serial no. 141, with 9-inch barrel (with customary *Colts Pt. Patent Arms Mfg. Co., Paterson, N.J.* barrel address marking and German silver band inlays, as also on recoil shield; oval escutcheon motif inlaid on backstrap; stagecoach holdup scene on roll-engraved cylinder); in overall excellent condition, blued, with case-hardened hammer and varnished select walnut grips; with

accessories of a mahogany case (lined in brown velvet; breakage to lock and missing brass and steel lock mechanism), combination powder and ball flask (marked with inscription legend as on revolver barrel, around center band, and with serial no. 16), combination screwdriver/nipplewrench/loading lever/nipple pricker, walnut-handled bullet mold, cleaning rod with turned walnut handle, extra cylinder (square-backed, and marked with serial no. 110, and with roll-engraved cylinder scene), Paterson capper (large size for revolving rifle, marked no. 40), and nipple wrench (with faceted wooden handle, made for engaging Paterson four-pronged nipples), and extra Paterson-style trigger (marked no. 391).

Consigned for sale at 13% commission to seller from gross ~~sale price~~; minimum gross price of \$500,000, of which approx. ~~\$150,000~~ to ~~\$200,000~~ value to be trade of a Texas or Holster Model Paterson revolver in very good condition (7 1/2-inch barrel, with visible cylinder scene). It is understood that a better price than the above would warrant a better commission figure. The decision to sell at the final price is at the discretion of the seller.

R.L. Wilson


Dec 28. 1997

N.B.
was lowered
to 150,000

EXHIBIT 'B'

Case 1:07-cv-08496-SHS Document 8 Filed 4/14/2007 Page 20 of 40

1

Box of Winchester Cart. (44)

1

Penn Packer American Flint Rifle
with Silver inlay1 Cross pair of Belgian Smith pistols
in sequential numbers

2

Frank Elliot Bowie knife

1

Powder horn

W

Theodore Roosevelt's rifle

Bolt Action Springfield Armory Rifle

RWJ

Single Action Colt Wells Fargo 11

1

Richardson Conversion ~~44 Caliber Revolving C.~~
12 Notch ~~7500 - (5,200) - 61~~ NEW NUMBERS

Buffalo Bill of Sitting Bull photograph mounted

Colt Art Model 132637

ML 000283

10,000

5,500

Colt Single Action Nickel Plate No. 18162

12,500

7,500

Colt New 44 experimental

No. 44721

Wavy grips, engraved

25,000

12,900

Without Ely 1/14/00

Mar. - 21,500 w/e

PKT 10,500 w/e

99-6" 16,500 w/e

99 5" 13,500 w/e

99 4" 11,500 w/e

Car 6,800 w/e of Mar 7 day

60 flats 8250 w/e

Aug 1, 99 750 5,000 w/e

Feb. Jan + 17,500 93,750 9400

Feb. + 550 30

Mar. 30

April 30

May 30, 2000 30

30

99 -- 60602 - 500

1860 Fluted 3572 8250

(3)

Q? Q? ?
New Numbers

EXHIBIT 'C'

11413002

This Receipt in consideration of
goods (cargo) and other
valuables written by me received
from a Mr Martin Lewis of the cargo ship
Barry promise to apply towards
my hire owing.

Signed William E. S.

Revised

William

W

EXHIBIT 'D'



Martin J. Lane
100 EAST HAMILTON STREET

on Consignment from
Mr Bill Eby 3-31-2000

- ① Letter or 1860 Army Metallic Colt.
Ingram's Factory Ivory's
SN # 114721. Colt.
(No Commission on Sale
120 days Open Consignment)
\$ ~~10,000.00~~ 25,000.00
- ② Cased Pair 1855 Nickel Plated
1 Smith & Wesson Army's
120 day Consignment.
\$ 10,000.00

Taken or Buy Klein Coe

3-31-2000 Klein Coe

Returned to
MR. EBY
7-20-2000
in person

[Handwritten signature]
W. Eby 7/27/00

ML 000281

EXHIBIT "E"

~~JUDGMENT
SACRED TO THE
CLERK
RECEIVED
IN THE
COURT~~
~~SUMMONS IN A CIVIL ACTION~~

UNITED STATES DISTRICT COURT

Southern	District of	New York
Martin Lane Historic Americana		

V.

William Eby

SUMMONS IN A CIVIL ACTION

CASE NUMBER:

07 CV 8496

TO: (Name and address of Defendant)

William Eby
3481 Augusta Drive
Jamestown, MD 21754-9040

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

Gavin P. Lentz, Esquire
BOCHETTO & LENTZ, P.C.
1524 Locust Street
Philadelphia, PA 19102

an answer to the complaint which is served on you with this summons within 20 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

CLERK

By) DEPUTY CLERK

OCT 01 2007

DATE

JUDGE STEININ THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**D76W 8496**

MARTIN LANE HISTORIC
AMERICANA
205 West Houston Street
New York, New York 10014,

Plaintiff,

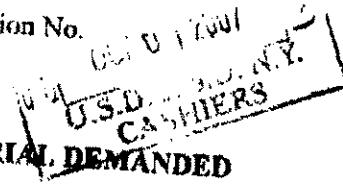
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Civil Action No.

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retained items.

**COUNT I
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Junc - 21,500 w^t
 PKT 10,500 w^t
 99-6" 16,500 w^t
 99 5" 13,500 w^t
 99 4" 11,500 w^t
 Core 6,800 " filled today
 60 plate 8250 "
7400.00 750 5.00 w^t
 fee. Jan + 17.50 93,350 (9400)
 Feb + 5.50 2000.00
 Mar. - - - - -
 April - - - - -
 May 30. 2000 - - - - -
5.00
 1860 F106L 3572 8250

EXHIBIT

A

EXHIBIT "F"

The Orange Savings Account
ING DIRECT
 Save Your Money
Open Now

4.20% APY **No Fees. No Minimums.**
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The 2007 Collectors Guide

Smoking Gun

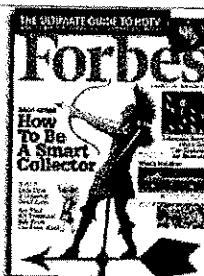
David Armstrong 12.25.06



The king of the antique firearms business, Larry Wilson, sits in prison. Is he a con artist—or did he just shoot himself in the foot?

To his defenders, Robert L. (Larry) Wilson is the most prominent expert in collectible antique firearms, a scholar who pops up in the middle of almost every major transaction in the gun trade. "He's the king," says his friend, sometime business partner and New York antique dealer Martin Lane. "His research single-handedly made this hobby what it is. This stuff wouldn't be worth nearly what it is if it weren't for Wilson."

To his detractors Wilson is a con man, snookering the collecting elite and part-time hobbyist alike, artificially pumping up the value of old guns and working with a network of conniving dealers who profit off the inflated values. Sometimes, his accusers say, he simply steals guns outright. "At best, he's been abusive of his position; at worst, a total crook," says Jim Gordon, who serves on the board of the Buffalo Bill Historical Center in Cody, Wyo.



Hot Spots
 The Artful Billionaire
 Hey That's Mine
 Patently Obvious
 Complete Contents

By This Author



David Armstrong

Booked Up
 From Player to Creator, Online
 More Headlines
 RSS News Feed

Whatever the case, Wilson, 67, sits in a federal penitentiary in Lompoc, Calif. He is serving a 12-month-and-one-day sentence after pleading guilty last year to cheating a California seller out of a \$500,000 1840 Colt Paterson revolver that once belonged to the son of French King Louis-Philippe. He'll be released three days after Christmas; in March he will head to a juried trial in Louisville, Ky. to face criminal charges in a separate case, where he could get an additional 11 years. In an eight-page letter from prison, Wilson says he's innocent of all new charges, the victim of an overzealous attorney, jealous dealers and "wannabe" scholars who

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Wells Fargo

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Enter Username

Enter E-Mail Address

Select Your Title

Receive Special Offers?

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[Terms, Conditions and Notices](#)

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Find Free Wi-Fi Hotspots

A little knowledge is a powerful thing

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 Be notified about payment due dates & low balances so you help prevent fees.

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 ATM
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 Mobile Banking

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[Trading Center](#)

Case 1:07-cv-08496-SHS

Document 8

Filed 11/19/2007

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resent his success and influence in the gun trade. "After my unprecedented contributions to the study of arms, to arms collecting," he writes, "my treatment ... is disgraceful."

Indeed, Wilson has had both success and influence. For more than four decades he has written more extensively about historical firearms in the U.S. than anyone else, producing 42 books, including the definitive history of Colt firearms and an exhaustive guide to Colt serial numbers and manufacturing dates, the bible for dealers and collectors. He's written many catalog essays and articles, has sat on the boards of the nation's major antique gun museums—and has been kicked off at least one. He has also been the go-to guy in documentaries on gun history for the Discovery, A&E and History channels. For collectors his acknowledgment of a gun's provenance and value was widely considered the last word. "For years I was educated by Larry. He knew everyone, all over the world," says New York financier Donald Zilkha, who bought Colt's Manufacturing Co. in 1994.

The son and grandson of Presbyterian ministers from Minnesota, Wilson developed a passion for antique guns matched only by a carefully cultivated image of the gentleman adventurer. His Hadlyme, Conn. home was filled with curiosities: a full-size replica Wells Fargo (nyse: WFC - news - people) stagecoach in the middle of the living room, an 1893 roulette table and built-in vaults that held his own collection of rare firearms, and a vast trove of books. A stuffed boar and lion inhabited the place, along with hyena and baboon skulls, trophies from the nine expeditions Wilson made to Africa, accompanied by the likes of former Treasury Secretary William Simon and wealthy art dealer Alec Wildenstein. Wilson regularly attended, and participated in, the Mille Miglia, once driving a rare 1947 Cisitalia in the annual recreation of the famed Italian cross-country race from Brescia to Rome. "He was trapped in a society that he tried to keep up with, the world of the rich and famous, and he couldn't do it," says John Malloy, a collector who has known Wilson for at least 30 years.

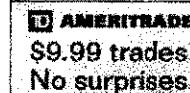
To many who know him, Wilson is no crook, just a befuddled scholar—a freelance appraiser and author with little business acumen who got in over his head financially even as gun owners, relying on his expertise and connections, trusted him to act as a middleman in their deals. They say Wilson never really recovered after sinking as much as \$500,000 into *In the Blood*, a feature-length movie in 1989, shot in Africa, re-creating Theodore Roosevelt's 1909–10 hunting expedition. Directed by *Pumping Iron* auteur George Butler, the film got good reviews—but no audience.

The deal that landed him in jail is vintage Wilson. In 1999 the owner of the Colt Paterson, a gun that once belonged to the Duke of Orléans, entrusted Wilson to find a buyer, for \$500,000 in cash. Soon after, Wilson sold the gun through Lane to another collector for \$250,000 and a handful of lesser-valued guns but repeatedly told the seller that he needed more time to close the deal, according to a lawsuit filed by Antiques & Arts Trading Consultants, the seller. The suit claims Wilson used the money to repay debts he owed Lane and others—including William Eby, with whom Wilson also had an earlier agreement to sell a different \$500,000 Colt pistol—and to fund Wilson's "extravagant lifestyle." Wilson declared bankruptcy in January 2001. The seller later won a nondischargeable \$750,000 claim against Wilson, the sum of what's due with interest and other fees, though it has received only \$50,000.

Last year, Wilson says, the lawyers hounding him for the money got the U.S. district attorney in Connecticut involved, and Wilson—believing he wouldn't serve any time in jail, say people close to him—pleaded guilty to one count of wire fraud in connection with the case. In his letter Wilson admits there is "partial payment due" on the deal but says the federal case was pushed by the seller's lawyer in an attempt to use the federal government "as their bill collector."

In the wake of his bankruptcy Wilson's Connecticut home was auctioned off for \$1 million. Other gun sellers turned up with similar stories about being stiffed—with more than \$800,000 owed to Lane for previous deals;

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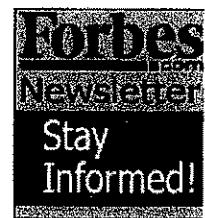
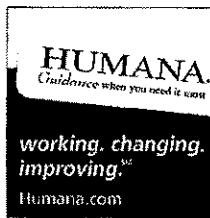
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\$250,000 to auction house Bonhams & Butterfields; \$400,000 to a gun seller in Akron, Ohio; and \$60,000 to a doctor in South Dakota. Joseph Imbrogno of Mechanicsburg, Pa. claims he engaged Wilson in 1999 or 2000 to sell a \$40,000 Colt Walker that had been in his fiancée's family for 80 years, a gun believed to have been with the famed Texas Ranger, Samuel Walker, in Mexico. He never saw the gun (or the money) again. "I tell everyone who will listen that Wilson is a thief," he says.

The National Cowboy & Western Heritage Museum in Oklahoma City in 2000 gave Wilson 100 guns to sell. After his bankruptcy, only 37 were accounted for. Still the museum's curator Richard Rattenbury defends Wilson: "The situation with us was disappointing, but there's no doubt he's always been honest with me."

Suspicions about Wilson first surfaced in the late 1970s and early 1980s when he was working as a pro bono adviser to the Colt Firearms Collection at the Museum of Connecticut History. Wilson arranged a series of five trades with the museum, including one in which he swapped a double-barreled Colt rifle that he bought for \$15,000 to the museum for nine other guns, six of which he soon sold for \$44,000. In another trade Wilson gave seven guns worth \$43,000 to the museum in return for 16 guns he would later value at \$84,000.

After an 18-month investigation, then state attorney general Joseph Lieberman filed a report to Connecticut governor William O'Neill in 1988. Given the wide-ranging values by different appraisers of items moving in and out of the museum, Lieberman could not prove that a crime had been committed. Wilson says his profits were the result of "dumb luck" and "a typical markup" over the years since he owned the guns. Current museum president Dean Nelson tracked the guns in later deals and is convinced Wilson profited handsomely. In 2004, he says, the fbi in Louisville, Ky. asked for those records.

None of this, apparently, was known to Owsley Brown Frazier when he started to build a vast gun collection in 1997. The 71-year-old former vice chairman of Brown-Forman, makers of Jack Daniel's whiskey, among other brands, turned first to Michael Salisbury, a relative unknown in gun collecting circles who had met Frazier through a mutual friend. For the next five years Salisbury, acting on Frazier's behalf, bought hundreds of guns, including 19th-century Colts and Winchesters. In late 2000 Salisbury tapped Wilson to appraise the budding collection. Wilson flew to Louisville, met Frazier and was quickly brought into the fold. Frazier had 46 guns at the time, and Wilson signed off on a \$5.5 million appraisal, almost twice what Frazier had paid.

By the middle of 2001 Frazier was committed to the idea of building a gun museum and charged Salisbury with building a "world class" collection. Court documents say Salisbury bought more than 400 guns in 16 months. Meanwhile, Wilson made many trips to Louisville to advise on acquisitions and plans for the museum. He introduced Frazier to the head of the British Royal Armories—the U.K. museum dedicated to arms and armor; now, thanks to Wilson, the third floor of Frazier's museum contains the Royal Armories' only U.S. outpost. He persuaded Frazier to spend \$300,000 to support research on a history of women and firearms, *Silk and Steel* (Random House, 2003).



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AFFIDAVIT OF SERVICE

**STATE OF NEW YORK)
: ss.:
COUNTY OF NASSAU)**

I, KARLEEN TISCHLER, being duly sworn, states as follows: I am employed in the County of Nassau, State of New York by Arnold L. Kert PLLC. I am over 18 years of age and not a party to the action. My business address is 666 Old Country Road, Garden City, New York 11530.

On November 19, 2007 I served the following documents:

**NOTICE OF MOTION PURSUANT TO RULE 12 (B)(6) AND RULE 11 OF THE FRCP
TO DISMISS PLAINTIFF'S COMPLAINT**

by depositing a true copy thereof enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the U.S. Postal Service within New York State, addressed to:

Gavin P. Lentz, Esq.
Bochetto & Lentz, P.C.
1524 Locust Street
Philadelphia, PA 19102


KARLEEN TISCHLER

Sworn to before me this
19th day of November, 2007.

Sandra R. Cohen
Notary Public

**SANDRA R. COHEN
Notary Public, State of New York
No. 52-4505353
Qualified in Suffolk County
Commission Expires May 31, 2011**

Case No.: 07-cv-8496

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MARTIN LANE HISTORIC AMERICANA

Plaintiffs,

against

WILLIAM EBY

Defendants.

NOTICE OF MOTION

ARNOLD L. KERT PLLC
ATTORNEY AT LAW
ATTORNEYS FOR DEFENDANT
666 OLD COUNTRY ROAD, SUITE 301
GARDEN CITY, NEW YORK 11530
TEL: (516) 222-1860 - FAX: (516) 222-1713

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated:

Signature:

Print Signer's Name: ARNOLD L. KERT

Service of a copy of the within

is hereby admitted

Dated:

Attorney(s) for:

PLEASE TAKE NOTICE

Notice of Entry

() that the within is a certified copy of a _____ entered in the office of
the clerk of the within named Court on _____

Notice of Settlement

() that an Order of which the within is a true copy will be presented for
settlement to the Hon. _____ one of the judges of the within
named Court, at
on 20 _____ at _____

Dated:

ARNOLD L. KERT PLLC
666 OLD COUNTRY ROAD
GARDEN CITY, NEW YORK 11530
Tel: (516) 222-1860

EXHIBIT “D”

AFFIDAVIT OF WILLIAM EBY

STATE OF MARYLAND)
) ss:
COUNTY OF Anne Arundel)

WILLIAM EBY, being duly sworn, hereby states as follows:

1. I am over the age of eighteen and believe in the obligation of an oath.

2. According to details recounted to me by my father, my grandfather purchased a cased Texas Paterson (the "Paterson") serial number 141, from Francis Bannerman prior to World War I.

3. In 1997, I decided to sell the Texas Paterson to raise money for my children's education. After efforts to sell the Paterson on my own, I was put in touch with R. L. Wilson ("Wilson"). I consigned the Paterson to Wilson pursuant to a written agreement. The minimum price Wilson was to obtain for the Paterson was \$500,000. If Wilson realized a greater than \$500,000 value he was contractually obliged to pay me the difference minus his commission.

4. As part of my deal with Wilson, he was to obtain for me an ordinary Paterson in good condition. Wilson delayed producing this piece for some time but, after I pressured him to comply, he provided me with one to which he initially ascribed a value of \$200,000. I believed this value to be over-stated so Wilson conceded to settle the value of this piece at \$150,000. I recently learned that this piece was purchased by well-known dealer, Michael Zomber at auction at Butterfield's for \$88,000 including commission. Moreover, the piece provided to me by Wilson was originally part of a cased set which had been broken up for auction. I have recently been advised that this piece's present value is no more than \$90,000-\$125,000.

5. Wilson also made various cash payments and provided trade pieces to me from time to time which amounted to a combined value of \$93,000. Allowing Wilson a 15% commission against the purported \$500,000 sales price, I was still owed \$192,000. Despite my demands for payment, Wilson refused to pay the balance owing to me. In August 1999, I commenced a lawsuit against Wilson in Federal

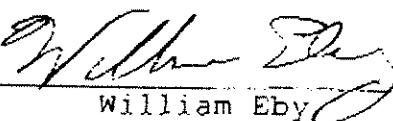
District Court in Connecticut to recover the sum owed to me.

6. For several months following the commencement of the lawsuit Wilson continued to tell me he would satisfy his debt to me by providing me with trade pieces. On January 14, 2000, I drove from my home to Wilson's home in Hadlyme, CT to view some trade items. I selected a few items, but they were not of great value. After I pressed him to come up with more (and more valuable) trade pieces, he suggested we drive to a gallery owned by Martin Lane in New York City. He told me Lane had other pieces I could take in trade for settlement of Wilson's debt to me.

7. When we arrived at Lane's gallery, although there were some items of significant value displayed, none of these items were offered as consideration for settlement of my dispute with Wilson. Consequently, I selected several pieces from amongst other displayed items available in the gallery and sat down with Lane to negotiate the values to be ascribed to each. I felt the values Lane placed on the pieces were inflated, but I accepted them because I did not know if I would ever get anything else from Wilson to satisfy my claim. At Lane's and Wilson's request, I wrote, dated and signed a list of the items I received that day. The pieces I received that day included the following: one 1869 Thuer Navy Conversion Cased with all accessories; one 1871 open top Army Size Colt .44 Stetson; one 1849 Thuer 5" Pocket; and one 1873 Conversion Colt .cal 38 Nickel.

8. As I was leaving, Wilson said he was pressed for time because he had to go to the airport to pick up a very rare Colt. When I asked him what rare colt, Wilson said he was collecting a Colt Paterson.

9. I first attempted to sell the trade items provided by Wilson and Lane. Unable to sell them, I wound up trading them in turn for items valued at approximately 25%-35% of the value ascribed to them by Lane.



William Eby

Sworn to and subscribed before me
this 18th day of May 2001



My commission expires 11/22/03

EXHIBIT “E”

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

MARTIN LANE HISTORIC)	
AMERICANA,)	
)	
Plaintiff,)	No. 07-cv-8496
)	
vs.)	Hon. Judge Stein
)	
WILLIAM EBY,)	AFFIDAVIT OF
)	MARTIN LANE
Defendant.)	

I, Martin Lane, being duly sworn, depose and say as follows:

1. As noted in the Complaint, I am the owner and proprietor of Martin Lane Historic Americana (MLHA) who is the Plaintiff in the above-captioned matter.
2. I have read the Affidavit of William Eby dated November 16, 2007 and the accompanying exhibits and his affidavit contains a number of false statements.
3. I have personal knowledge of the facts contained within this affidavit.
4. At no time have I ever considered Mr. Eby to be the lawful owner of the firearms and other valuables that he took from the premises of MLHA on January 14, 2000 as the consideration for the firearms that was promised was never tendered.
5. Mr. Wilson brought Mr. Eby to my museum where they reviewed certain artifacts to determine which ones they wanted. At the time these items were taken, I fully expected to receive compensation from Mr. Wilson. I relied on the national reputation of Mr. Wilson who Mr. Eby promised would make payment to me. Indeed, one of the main reasons a list was prepared was to assign values to the firearms so I knew what was due and owing me. In hindsight, I wish I had demanded payment or return of the items by a date certain.

◆

6. Furthermore, the document which Mr. Eby attaches to his affidavit as "Exhibit C" does not contain my signature. He states this document constitutes an acknowledgment by me that "the aforementioned inventory of firearms was being transferred" to him. I have never seen this document before it was forwarded to me by my attorney a week ago and I certainly disagree with the significance that Mr. Eby assigns to it.

7. On January 14, 2000, the time when Mr. Eby took the firearms from the premises of MLHA, Mr. Wilson was not known to me as the "dishonest" man that Mr. Eby makes him out to be and I had no reason to suspect I would not be paid or, if not, that the items would not be returned. At that time, Wilson was considered the foremost expert in collectible antique firearms and I fully expected that MLHA and myself would be fairly compensated by Mr. Wilson. If Wilson failed to honor this payment promise, then I certainly expected Mr. Eby to either return or pay for the items; he has done neither. Mr. Wilson had written many nationally published books and was on staff at some of the largest museums in the world. (See copy of Mr. Wilson's letterhead which is "Exhibit A" to Mr. Eby's Affidavit.)

8. Moreover, while I acknowledge the existence of the March 31, 2000 consignment receipt that Mr. Eby has attached to his affidavit, this receipt was in no way intended to be an acknowledgment that Mr. Eby is "the owner of the subject firearms" as Mr. Eby states. Rather, this receipt merely reflects efforts I made on Mr. Eby's behalf to sell two of the firearms he had taken from MLHA about three months prior. If I had been successful in selling those firearms, either Mr. Wilson or Mr. Eby would have been obligated to remit that money to me.

9. Just as I expected payment from Mr. Wilson on Eby's behalf at times after January 14, 2000, I continued to expect payment from either or both of them on March 31, 2000 and indeed continue to expect either payment or return of the items taken. At present,

lawful title to the guns has never passed to Mr. Eby as the promised consideration was never paid. Before filing this lawsuit, I made a demand for return of the firearms and reminded Mr. Eby that I had never been paid for these items. He refused to return the items, leaving me with no choice but to file this lawsuit.

I hereby declare under penalty of perjury as prescribed in 28 U.S.C. § 1746 that the statements contained in the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.



Martin Lane

Sworn to before me this
27th day of November, 2007


Notary Public